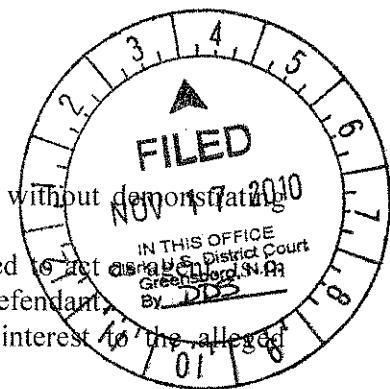


1  
2 Joseph Trinidad & Anthony Paupaw  
3 3513 Covent Oak Court  
4 High Point, NC 27265



5 Ocwen Loan Servicing, LLC, initiated foreclosure actions against Plaintiff without demonstrating  
6 that:

7     ○ the alleged real party in interest, for whom defendant claimed to ~~not~~ be a true party in interest in the promissory note alleged by defendant;  
8     ○ defendant is in fact a proper agent for the real party in interest ~~to the alleged~~  
9     ○ that the real party in interest held a valid lien against the property;  
10     ○ that defendants had complied with all relevant laws.

11 Plaintiff has no knowledge that the defendant is a proper agent for the alleged real party in interest  
12 and has no knowledge that the entity claiming to be the real party in interest, has a valid claim  
13 against the property on which Ocwen Loan Servicing, LLC is attempting to foreclose.

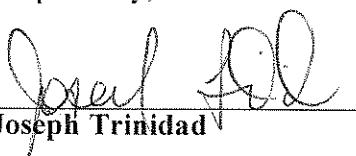
14 Plaintiff has reason to believe that, immediately after we signed the promissory note and a lien  
15 document providing a lien against the property in question, Novastar to whom the lien was granted,  
16 traded the promissory note to a third party. In as much as the lien was not transferred to that same  
17 party, Novastar still held a lien. Plaintiff alleges that, Novastar accepted consideration in exchange  
18 for the promissory note created by the Plaintiff. In as much as Novastar accepted the offered  
19 consideration, Novastar was compensated and could no longer be harmed by any failure on the part  
20 of Plaintiff to comply with the provisions of the promissory note, thus rendering the lien held by  
21 Ocwen Loan Servicing, LLC unenforceable. Further, in as much as the purchaser of the promissory  
22 note accepted the note in exchange for consideration provided to Novastar, the transaction, once  
23 completed left the purchaser (Ocwen Loan Servicing, LLC) with a claim against the signatory of the  
24 promissory note, but no claim against the property.

25 It is further alleged that Novastar retained the lien document in furtherance of a scheme to hold the  
26 lien for three years then file an Internal Revenue Service Form 1099a and claim the full amount of  
27 the lien as abandoned funds so that Novastar could receive consideration a second time. Later, after  
28 receiving consideration on the transaction twice, Novastar transferred the void lien to some third  
29 party.

30 It is the position of Plaintiff that:

31     • defendant has no claim against the property;  
32     • even if such standing could be demonstrated, the purported agent for the principal has failed  
33         to properly demonstrate agency in this instant matter;  
34     • even if such agency could be demonstrated, defendant has failed to abide by the provisions of  
35         the Serviceman's Civil Protection Act of 1940 and, thereby, is estopped by UCC 3-501 from  
36         further collections and has no standing to invoke the subject matter jurisdiction of the court

37  
38  
39  
40  
41  
42  
43 Respectfully,

44  
45  
46  
47   
Joseph Trinidad

  
Anthony Paupaw

I hereby state that the above is true to the best of my knowledge and understanding.

Date: 11/17/10, 2010

BY: Joseph Trinidad  
JOSEPH TRINIDAD  
3513 COVENT OAK COURT  
HIGH POINT, NC 27265  
(336) 471-1300

AND Anthony Eugene Paupaw  
ANTHONY EUGENE PAUPAW  
3513 COVENT OAK COURT  
HIGH POINT, NC 27265

**Jurat**

State of NORTH CAROLINA

County of Guilford

Subscribed and sworn to (or affirmed) before me on this 17 day of  
November, 2010 by Joseph Trinidad and  
Anthony Eugene Paupaw proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Ruth A Kormendy  
Signature of Notary Public

